

JS 44 (Rev. 12/12)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM)

I. (a) PLAINTIFFS

AFAB INDUSTRIAL SERVICES, INC.

(b) County of Residence of First Listed Plaintiff Bucks County, PA

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

M. Kelly Tillery, Esquire, Pepper Hamilton LLP
3000 Two Logan Square., 18th & Arch Streets, Philadelphia PA 19103
(215) 981-4000

DEFENDANTS

ENIGMA TECHNOLOGIES, INC. d/b/a WESTERN, et al.

County of Residence of First Listed Defendant Whatcom County, WA

(IN U.S. PLAINTIFF CASES ONLY)

NOTE IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input checked="" type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS <input type="checkbox"/> Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity)

15 U.S.C. § 1114
 Brief description of cause:
 Trademark Infringement

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$ Monetary Damages

CHECK YES only if demanded in complaint

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions)

JUDGE

DOCKET NUMBER

DATE
08/17/2015

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG JUDGE _____

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

Address of Plaintiff: 350 Camer Drive, Bensalem, Pennsylvania 19020

Address of Defendant: 7056 Portal Way, Ferndale, Washington 98248, et al.

Place of Accident, Incident or Transaction: Commonwealth of Pennsylvania

(Use Reverse Side For Additional Space)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?

(Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a))

Yes ☐ No ☒

Does this case involve multidistrict litigation possibilities?

Yes ☐ No ☒

RELATED CASE, IF ANY:

Case Number: _____ Judge _____ Date Terminated: _____

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?
Yes ☐ No ☒
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?
Yes ☐ No ☒
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court?
Yes ☐ No ☒
4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?
Yes ☐ No ☒

CIVIL: (Place ☒ in ONE CATEGORY ONLY)

A. Federal Question Cases:

1. ☐ Indemnity Contract, Marine Contract, and All Other Contracts
2. ☐ FELA
3. ☐ Jones Act-Personal Injury
4. ☐ Antitrust
5. ☐ Patent
6. ☐ Labor-Management Relations
7. ☐ Civil Rights
8. ☐ Habeas Corpus
9. ☐ Securities Act(s) Cases
10. ☐ Social Security Review Cases
11. ☒ All other Federal Question Cases

(Please specify) Trademark

B. Diversity Jurisdiction Cases:

1. ☐ Insurance Contract and Other Contracts
2. ☐ Airplane Personal Injury
3. ☐ Assault, Defamation
4. ☐ Marine Personal Injury
5. ☐ Motor Vehicle Personal Injury
6. ☐ Other Personal Injury (Please specify)
7. ☐ Products Liability
8. ☐ Products Liability — Asbestos
9. ☐ All other Diversity Cases

(Please specify) _____

ARBITRATION CERTIFICATION

(Check Appropriate Category)

I, M. Kelly Tillery, counsel of record do hereby certify:

☒ Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;

☒ Relief other than monetary damages is sought

DATE: 08/17/2015

Attorney-at-Law

30380

Attorney I.D.#

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 08/17/2015

Attorney-at-Law

30380

Attorney I.D.#

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CASE MANAGEMENT TRACK DESIGNATION FORM

AFAB INDUSTRIAL SERVICES, INC.	:	CIVIL ACTION
	:	
ENIGMA TECHNOLOGIES, INC. d/b/a	:	
WESTERN, et al.	:	NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ()
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) (X)
- (f) Standard Management – Cases that do not fall into any one of the other tracks. ()

08/17/2015
Date


Attorney-at-law

Plaintiff, AFAB Industrial Services, Inc.
Attorney for

(215) 981-4000

(215) 981-4750

tilleryk@pepperlaw.com

Telephone

FAX Number

E-Mail Address

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

AFAB INDUSTRIAL SERVICES, INC.,
A Pennsylvania Corporation
350 Camer Drive
Bensalem, Pennsylvania 19020

Plaintiff,

v.

ENIGMA TECHNOLOGIES, INC. d/b/a
"WESTERN,"
A Washington Corporation
c/o John Stansfield
7056 Portal Way
Ferndale, Washington 98248
and
P.O. Box 202
Custer, Washington 98240

and

SUPERIOR PRODUCTS OF NEVADA,
LTD.,
A Nevada Corporation
c/o Jacob Burt & Associates, LLC
5594 S. Fort Apache Road, Suite 100
Las Vegas, Nevada 89148
and
c/o Mark Goodman
4724 Mitchell Street, Suite D
Las Vegas, Nevada 89081

and

PREMIUM PELLET PRODUCTS, LLC,
A Nevada Limited Liability Company
c/o Mark Goodman
4724 Mitchell Street, Suite D or Suite E
Las Vegas, Nevada 89081
and
8139 Villa Duenas Court
Las Vegas, Nevada 89131

and

CIVIL ACTION NO.:

Jury Trial Demanded

EUGENE OREGON, INC.,
a Pennsylvania Corporation
922 Woodbourne Road, #304
Levittown, Pennsylvania 19057-1001

and

54 Spiny Thorn Road
Levittown, Pennsylvania 19056

and

CLAIRVOYANT SOLUTIONS, LLC,
A Maryland Limited Liability Company
c/o Viviana Tobon
Incorp Services, Inc.

1519 York Road
Lutherville, Maryland 21093

and

7300 Hancock Avenue
Takoma Park, Maryland 20912

and

PTGO, INC.,
An Illinois Corporation
c/o Louis Perez
3526 N. Reta Avenue
Chicago, Illinois 60657

and

JOHN DOE #1 a/k/a "DR. VIG",
40-20 60th Street
Woodside, New York 11377

and

JOHN DOE #2 a/k/a "MAXIMUM BLACK"
on Amazon.com,

Defendants.

COMPLAINT

Plaintiff AFAB Industrial Services, Inc. (“AFAB”) by and through its undersigned Counsel, brings this Complaint against Enigma Technologies, Inc. d/b/a Western (“Enigma”), Superior Products of Nevada, Ltd. (“Superior”), Premium Pellet Products, LLC (“Premium”), Eugene Oregon, Inc. (“Eugene”), Clairvoyant Solutions, LLC (“Clairvoyant”), PTGO, Inc. (“PTGO”), John Doe #1 a/k/a “Dr. Vig” (“Doe #1”) and John Doe #2 a/k/a “Maximum Black” (“Doe #2”) (collectively, “Defendants”) and in support thereof avers as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this Action pursuant to Title 28 U.S.C. §§ 1331 and 1338(a) and under the Lanham Act, Title 15 U.S.C. § 1121.

2. This Court has personal jurisdiction over Defendants because Defendants are citizens of the Commonwealth of Pennsylvania and/or transact business, contract to supply things, and/or cause harm and tortious injury in the Commonwealth of Pennsylvania. Defendants have purposefully availed themselves of the laws of Pennsylvania and engage in continuous and systematic conduct in Pennsylvania and this judicial district.

3. Venue is proper in this district under Title 28 U.S.C. §§ 1391(b) and (c).

PARTIES

4. AFAB is a corporation organized under the laws of the Commonwealth of Pennsylvania with a principal place of business located at 350 Camer Drive, Bensalem, Pennsylvania 19020.

5. Upon information and belief, Enigma is a corporation organized under the laws of the State of Washington with a principal place of business located at 7056 Portal Way, Ferndale, Washington 98248 and a mailing address of P.O. Box 202, Custer, Washington 98240.

6. Upon information and belief, Superior is a corporation organized under the laws of the State of Nevada with a principal place of business located at 4724 Mitchell Street, Suite D, Las Vegas, Nevada 89081 and a registered agent address of 5594 S. Fort Apache Road, Suite 100, Las Vegas, Nevada 89148.

7. Upon information and belief, Premium is a corporation organized under the laws of the State of Nevada with a principal place of business located at 4724 Mitchell Street, Suite D or Suite E, Las Vegas, Nevada 89081 and a mailing address of 8139 Villa Duenas Court Las Vegas, Nevada 89131.

8. Upon information and belief, Eugene is a corporation organized under the laws of the Commonwealth of Pennsylvania with a principal place of business located at 922 Woodbourne Road, #304, Levittown, Pennsylvania 19057-1001 and a mailing address of 54 Spiny Thorn Road, Levittown, Pennsylvania 19056.

9. Upon information and belief, Clairvoyant is a limited liability company organized under the laws of the State of Maryland with a principal place of business located at 7300 Hancock Avenue, Takoma Park, Maryland 20912 and a registered agent address of 1519 York Road, Lutherville, Maryland 21093.

10. Upon information and belief, PTGO is a corporation organized under the laws of the State of Illinois with a principal place of business located at 3526 N. Reta Avenue Chicago, Illinois 60657.

11. Upon information and belief, Doe #1 is an unknown individual who utilizes the username "Dr. Vig" on eBay and resides and/or is conducting business as at 40-20 60th Street, Woodside, New York 11377.

12. Upon information and belief, Doe #2 is an unknown individual who utilizes the username “Maximum Black” to transact business on Amazon.com.

FACTS

**Plaintiff’s MAXIMUM IMPACT® Trademark and
MAXIMUM IMPACT® Trade Dress**

13. Plaintiff is a well-known and recognized manufacturer of premium cleaning solvent for use on metallic and glass heads, including on audio, video and data recorders.

14. Plaintiff is the owner of a number of Federal trademark registrations, including U.S. Trademark Registration No. 4,309,475 for MAXIMUM IMPACT in International Class 3 for a variety of items, including cleaning preparations for audio, video and data recorders (the “MAXIMUM IMPACT® Mark”). Attached as Exhibit “A” is a print-out taken from the U.S. Patent and Trademark Office website of Plaintiff’s registration for its MAXIMUM IMPACT® Mark.

15. The MAXIMUM IMPACT® Mark is a valid, protectable trademark.

16. Plaintiff has continuously and extensively used, advertised, and promoted the MAXIMUM IMPACT® Mark in commerce throughout the United States in connection with its cleaning solvent since 1989.

17. As part of its efforts to create goodwill and consumer recognition of its cleaning products, Plaintiff also developed distinctive Trade Dress for use on the packaging of its cleaning solvent bearing the MAXIMUM IMPACT® Mark.

18. Specifically, Plaintiff promotes and packages its cleaning solvent branded with the MAXIMUM IMPACT® Mark with a distinctive black and silver color scheme, wherein the body of the cleaning solvent bottle is silver and the bottle cap and font of the MAXIMUM

IMPACT® Mark is black with the term MAXIMUM above the term IMPACT centered below and flanked by the two M's of the term MAXIMUM in font twice as large as the other letters of the MAXIMUM IMPACT® Mark ("MAXIMUM IMPACT® Trade Dress"). Attached as Exhibit "B" is a print-out taken from the U.S. Patent and Trademark Office website of the specimen submitted with Plaintiff's application for its MAXIMUM IMPACT® Mark demonstrating the MAXIMUM IMPACT® Trade Dress.

19. Since 1989, Plaintiff has continuously and extensively used, advertised, and promoted the MAXIMUM IMPACT® Trade Dress in commerce throughout the United States in connection with its cleaning solvent.

20. The MAXIMUM IMPACT® Mark and MAXIMUM IMPACT® Trade Dress (collectively, MAXIMUM IMPACT® Brand) have been the same and used in connection with the advertising, promotion and sale of Plaintiff's cleaning solvent since 1989.

21. Representative examples of Plaintiff's use of the MAXIMUM IMPACT® Brand in advertisements and promotional materials are attached hereto as Exhibit "C."¹

22. Plaintiff supervises, monitors, and controls the quality of its cleaning solvent products displaying the MAXIMUM IMPACT® Brand to ensure the products are of a consistently high quality.

23. Plaintiff has expended significant capital and devoted substantial amounts of time and money to the production, marketing, and promotion of its MAXIMUM IMPACT® Brand and its cleaning solvent products.

¹ This Exhibit is comprised of copies of Plaintiff's sales flyer from 1992 featuring Plaintiff's MAXIMUM IMPACT® Brand cleaning solvent and print-outs from Plaintiff's website (www.videoheadcleaner.com) from 2000, 2006 and 2010 demonstrating Plaintiff's use of the MAXIMUM IMPACT® Brand on its cleaning solvent over time.

24. Plaintiff's MAXIMUM IMPACT® Mark and MAXIMUM IMPACT® Trade Dress are valuable assets to Plaintiff.

25. The MAXIMUM IMPACT® Mark and MAXIMUM IMPACT® Trade Dress are strong marks, which are inherently distinctive.

26. As a consequence of Plaintiff's continuous and extensive use, advertisement, marketing, and promotion of the MAXIMUM IMPACT® Brand and cleaning solvent bearing the MAXIMUM IMPACT® Brand, the MAXIMUM IMPACT® Mark and MAXIMUM IMPACT® Trade Dress have acquired strong secondary meaning.

27. Plaintiff has also used, advertised, and promoted the BLACK MAX Trademark in commerce throughout the United States in connection with its cleaning solvent since January 4, 2011. Attached as Exhibit "D" is a picture of Plaintiff's cleaning solvent branded with the BLACK MAX Trademark.

28. Upon information and belief, Defendants adopted and began using the infringing MAXIMUM BLACK Trademark ("MAXIMUM BLACK Mark") on their cleaning solvents for use on metallic and glass heads, including on audio, video and data recorders ("Infringing Products") because it is a combination of Plaintiff's MAXIMUM IMPACT® Mark and BLACK MAX Trademark.

Defendants' Infringement of Plaintiff's MAXIMUM IMPACT ® Mark and MAXIMUM IMPACT ® Trade Dress and Unfair Competition with Plaintiff

29. Enigma is a manufacturer and/or seller of the Infringing Products

30. Enigma is using, advertising, promoting, packaging and selling its cleaning solvent branded with the MAXIMUM BLACK Mark in commerce throughout the United States with a black and silver color scheme, wherein the body of the cleaning solvent bottle is silver and the bottle cap and font of the MAXIMUM BLACK Mark is black with the

term MAXIMUM above the term BLACK centered below and flanked by the two M's of the term MAXIMUM in font twice as large as the other letters of the MAXIMUM BLACK Mark ("MAXIMUM BLACK Trade Dress"). Attached as Exhibit "E" is a picture of the infringing cleaning solvent manufactured and/or sold by Enigma branded with the MAXIMUM BLACK Mark and MAXIMUM BLACK Trade Dress.

31. The Infringing Products bears the ® symbol next to the MAXIMUM BLACK Mark, which is intended to provide notice that the trademark is registered. *See* Exhibit "E."

32. Upon information and belief, there is no trademark registration for the MAXIMUM BLACK Mark in the United States in the name of Enigma, or any other individual or entity.

33. Premium and Superior are sellers of the Infringing Products that are, upon information and belief, affiliated companies.

34. Premium and Superior are using, advertising, promoting, packaging and selling the Infringing Products branded with the MAXIMUM BLACK Mark and MAXIMUM BLACK Trade Dress in commerce throughout the United States.

35. The sales staff from Superior is also unlawfully using Plaintiff's MAXIMUM IMPACT® Mark in correspondence with customers attempting to buy Plaintiff's cleaning solvent, in order to create actual confusion and sell the Infringing Products to the customer.

36. Eugene is a seller of the Infringing Products.

37. Eugene is using, advertising, promoting, packaging and selling the Infringing Products branded with the MAXIMUM BLACK Mark and MAXIMUM BLACK Trade Dress in commerce throughout the United States.

38. Clairvoyant is a seller of the Infringing Products.

39. Clairvoyant is using, advertising, promoting, packaging and selling the Infringing Products branded with the MAXIMUM BLACK Mark and MAXIMUM BLACK Trade Dress in commerce throughout the United States.

40. Clairvoyant is also unlawfully using Plaintiff's MAXIMUM IMPACT® Mark in his/her online sales listings for the Infringing Products, in order to create actual confusion and sell the Infringing Products.

41. PTGO is a seller of the Infringing Products.

42. PTGO is using, advertising, promoting, packaging and selling the Infringing Products branded with the MAXIMUM BLACK Mark and MAXIMUM BLACK Trade Dress in commerce throughout the United States.

43. Doe #1 is an unidentified individual with the eBay username "Dr. Vig" who is a seller of the Infringing Products.

44. Doe #1 is using, advertising, promoting, packaging and selling the Infringing Products branded with the MAXIMUM BLACK Mark and MAXIMUM BLACK Trade Dress in commerce throughout the United States. Attached as Exhibit "F" are print-outs from the eBay website demonstrating Doe #1's sales listing for the Infringing Products and other sales listing unlawfully using Plaintiff's MAXIMUM IMPACT® Mark.

45. Doe #1 is also unlawfully using Plaintiff's MAXIMUM IMPACT® Mark in his/her eBay sales listing for the Infringing Products and other cleaning solvents, in order to

create actual confusion and sell the Infringing Products and other cleaning solvents to the customer. *See* Exhibit “F.”

46. Doe #2 is an unidentified individual with the Amazon username “Maximum Black” who is a seller of the Infringing Products.

47. Doe #2 is using, advertising, promoting, packaging and selling the Infringing Products branded with the MAXIMUM BLACK Mark and MAXIMUM BLACK Trade Dress in commerce throughout the United States. Attached as Exhibit “G” is a print-out from the Amazon.com website demonstrating Doe #2’s sales listing for the Infringing Products.

48. Doe #2 is unlawfully using Plaintiff’s MAXIMUM IMPACT® Mark in his/her Amazon sales listings for the Infringing Products, in order to create actual confusion and sell the Infringing Products to the customer. *See* Exhibit “G.”

49. Upon information and belief, Defendants have sold and continue to offer for sale their cleaning solvents branded with the MAXIMUM BLACK Mark and MAXIMUM BLACK Trade Dress.

50. The trademark and trade dress used by Defendants on their Infringing Products are virtually identical to, or substantially similar to, the MAXIMUM IMPACT® Brand on Plaintiff’s cleaning solvent.

51. Below is an example of Plaintiff’s MAXIMUM IMPACT® Brand packaging on its cleaning solvent and a representative example of Defendants’ Infringing Products bearing the MAXIMUM BLACK Mark and MAXIMUM BLACK Trade Dress, showing the designs on a side-by-side basis:

Plaintiff's Cleaning Solvent



Representative Example of Defendants' Cleaning Solvents



52. As is evident from the photos above and attached Exhibits, Defendants' use of the MAXIMUM BLACK Mark incorporates the same block, capitalized letter format used by Plaintiff on its cleaning solvent and the letters used are virtually identical in size, spacing, layout, and proportion to one another.

53. As is evident from the photos above and attached Exhibits, Defendants' use of the MAXIMUM BLACK Trade Dress incorporates the same distinctive black and silver color scheme as the MAXIMUM IMPACT® Trade Dress, wherein the body of the cleaning solvent bottle is silver and the bottle cap and font of the MAXIMUM BLACK Mark is black with the term MAXIMUM above the term BLACK centered below and flanked by the two M's

of the term MAXIMUM in font twice as large as the other letters of the MAXIMUM BLACK Mark.

54. Defendants' MAXIMUM BLACK Mark and MAXIMUM BLACK Trade Dress are virtually identical to, or substantially similar to, the MAXIMUM IMPACT® Mark and MAXIMUM IMPACT® Trade Dress.

55. Defendants' use of the confusingly similar MAXIMUM BLACK Mark and MAXIMUM BLACK Trade Dress and the MAXIMUM IMPACT® Brand, without the consent of the Plaintiff has caused and is likely to continue to cause confusion among ordinary consumers as to the source, sponsorship, affiliation, or approval of the goods and constitutes unfair competition with Plaintiff.

56. The products sold by Plaintiff and Defendants (cleaning solvents) are identical and are, upon information and belief, marketed and advertised through the same or similar channels to identical target consumers.

57. Defendant's Infringing Products impinge and threaten to destroy the goodwill Plaintiff has built up over a long period of time for the sale of its quality cleaning solvent, as Plaintiff has no way of insuring the quality of the Infringing Products being promoted and sold by Defendants.

58. Plaintiff and the public will continue to suffer irreparable injury unless the Defendants are restrained from using the MAXIMUM IMPACT® Brand, or any mark confusingly similar thereto, in connection with cleaning products, causing Plaintiff irreparable injury.

59. If not enjoined by the Court, the Defendants will continue to sell the Infringing Products in commerce, which will be perceived as having emanated from Plaintiff.

60. Upon information and belief, Defendants have full knowledge of Plaintiff's exclusive and long established proprietary rights in and to the MAXIMUM IMPACT® Brand and the strong secondary meaning which is attached to the MAXIMUM IMPACT® Brand, but have proceeded in complete disregard of Plaintiff's rights.

61. Plaintiff has no adequate remedy at law.

COUNT I
UNAUTHORIZED USE OF FEDERALLY
REGISTERED TRADEMARKS UNDER 15 U.S.C. § 1114(1) OF THE LANHAM ACT

62. The allegations contained in the preceding paragraphs are incorporated as though fully set forth herein.

63. Defendants' use of the MAXIMUM IMPACT® Mark, or a colorable imitation thereof, constitutes the use in commerce of a reproduction, copy, counterfeit, or colorable imitation of registered trademarks, as well as the appropriation of Plaintiff's goodwill and reputation associated with its MAXIMUM IMPACT® Mark, which had caused and is likely to cause confusion or to cause mistake or to deceive in violation of Section 32(1) of the Lanham Act, 15 U.S.C. § 1114(1).

64. Defendants' use of the MAXIMUM IMPACT® Mark, or a colorable imitation thereof, on cleaning solvent for audio, video and data recorders is likely to confuse the purchasing public as well as others engaged in business relations with Plaintiff or that Plaintiff has approved or somehow authorized such use by Defendants.

65. Defendants' use of the MAXIMUM IMPACT® Mark, or a colorable imitation thereof, in the offering and sale of its cleaning solvent injures the reputation, goodwill, and prestige of Plaintiff and impairs the value of the MAXIMUM IMPACT® Mark, which is uniquely associated with Plaintiff's goods, and causes other injury to Plaintiff. Plaintiff and the

public will suffer irreparable injury unless the Defendants are restrained from using its MAXIMUM IMPACT® Mark, or a colorable imitation thereof.

66. As a result of the Defendants' actions, Plaintiff has lost, and will lose in the future, sales in an unknown amount.

67. Upon information and belief, Defendants have intentionally used Plaintiff's MAXIMUM IMPACT® Mark, or a colorable imitation thereof, knowing it is the exclusive property of Plaintiff in connection with the sale, offering for sale and distribution of cleaning solvent.

68. Upon information and belief, Defendants are engaged in and continue to engage in the aforementioned activities with the intent to confuse and deceive consumers into believing that Defendants and the cleaning solvent products they distribute, offer for sale and sell are in some way sponsored by, affiliated, or associated with Plaintiff, when in fact Defendants are not.

69. Upon information and belief, the foregoing acts of infringement have been and continue to be deliberate, willful, and wanton, making this an exceptional case pursuant to 15 U.S.C. § 1117.

70. Absent an injunction, Plaintiff will suffer significant, and indeed irreparable injury, from the unquantifiable damage to its goodwill and reputation that will result from its competitors' use of a confusingly similar mark on identical goods that are, upon information and belief, promoted to an identical target market through identical channels of trade.

71. By contrast, Defendants will suffer no hardship if they are merely required to use marks that are not confusingly similar to the MAXIMUM IMPACT® Mark.

72. The public interest will also be served by ensuring consumers are not confused as to the origin of their cleaning solvent.

73. Defendants should be restrained and enjoined from manufacturing, offering for sale, selling, distributing, and marketing any cleaning solvent with Plaintiff's MAXIMUM IMPACT® Mark, any colorable imitations thereof, and/or any other confusingly or deceptively similar marks or names pursuant to Section 34 of the Lanham Act, 15 U.S.C. § 1116.

74. In addition, Plaintiff is entitled to the other remedies available to it under the Lanham Act including, but not limited to, compensatory damages, treble damages, statutory damages, disgorgement of profits, and/or costs and attorney's fees.

COUNT II
FALSE DESIGNATION OF ORIGIN AND UNFAIR
COMPETITION UNDER 15 U.S.C. § 1125(A) OF THE LANHAM ACT

75. The allegations contained in the preceding paragraphs are incorporated as though fully set forth herein.

76. At all times relevant to this lawsuit, Plaintiff has sold its cleaning solvent under the MAXIMUM IMPACT® Brand in interstate commerce.

77. Plaintiff's MAXIMUM IMPACT® Brand is uniquely associated with Plaintiff's cleaning solvent.

78. Defendants' use of the MAXIMUM IMPACT® Brand, or a colorable imitation thereof, as an identifier of source or origin in the offer and sale of their cleaning solvent wrongly and deceptively confuses the public that their cleaning solvent emanates from Plaintiff, all to the detriment of Plaintiff, and will continue to damage Plaintiff unless enjoined by the Court.

79. As a result of the Defendants' actions, Plaintiff has lost, and will lose in the future, sales in an unknown amount due to the consumers' erroneous belief that the Defendants' cleaning solvent emanate, in part, from Plaintiff.

80. Plaintiff has been and will also continue to be injured by the fact that it has no control over the type or quality of the Defendants' cleaning solvent or the promotional advertising activities utilized by the Defendants.

81. The Defendants' activities injure the reputation, goodwill, and prestige of Plaintiff, impair the value of the Plaintiff's MAXIMUM IMPACT® Brand, which is uniquely associated with the Plaintiff's cleaning solvent, and cause other injury to Plaintiff.

82. Plaintiff will suffer irreparable injury unless the Defendants are restrained from using the MAXIMUM IMPACT® Brand, any colorable imitations thereof, and/or any other confusingly or deceptively similar marks or names.

83. Upon information and belief, Defendants' actions were and are done willfully with full knowledge of the falsity of such designations of origin and false description or representations, and with the express intent to cause confusion, mislead and deceive the purchasing public, to trade upon the high quality reputation of Plaintiff, and to improperly appropriate the valuable trademark rights of Plaintiff, all to the detriment of Plaintiff.

84. The aforesaid acts of the Defendants constitute false designation of origin and false description or representation and unfair competition, in violation of 15 U.S.C. § 1125(a) of the Lanham Act.

COUNT III
TRADE DRESS INFRINGEMENT UNDER 15 U.S.C. § 1125 OF THE LANHAM ACT

85. The allegations contained in the preceding paragraphs are incorporated as though fully set forth herein.

86. Plaintiff owns the MAXIMUM IMPACT® Trade Dress.

87. Plaintiff's MAXIMUM IMPACT® Trade Dress is a non-functional, distinctive identifier of source and origin for genuine cleaning solvent sold by Plaintiff.

88. The MAXIMUM IMPACT® Trade Dress is synonymous with Plaintiff's cleaning solvent in the minds of consumers and is inherently distinctive or, in the alternative, has acquired secondary meaning.

89. Defendants MAXIMUM BLACK Trade Dress is confusingly similar to the MAXIMUM IMPACT® Trade Dress and is used on the same product as Plaintiff (*i.e.* cleaning solvent for audio, video and data recorders).

90. Through their unauthorized use of trade dress that is virtually identical to Plaintiff's MAXIMUM IMPACT® Trade Dress, Defendants are knowingly and intentionally misrepresenting, falsely designating and passing off to the general public the nature, origin, and source of their cleaning solvent, and intend to misrepresent, falsely designate and pass off to the general public the nature, origin and source of their cleaning solvent, so as to create a likelihood of confusion by the public as to the nature, source and sponsorship of the goods and services.

91. Defendants' aforementioned acts constitute Trade Dress Infringement in violation of the Lanham Act, 15 U.S.C. § 1125(a), *et. seq.*

92. As a result of the Defendants' actions, Plaintiff has lost, and will lose in the future, sales in an unknown amount.

93. As a direct and proximate result of the foregoing acts of Defendants, Plaintiff has been damaged and has suffered and will continue to suffer immediate and irreparable harm.

94. Unless restrained by the Court, Defendants will continue to cause irreparable injury and damage to Plaintiff and to the goodwill associated with its MAXIMUM IMPACT® Trade Dress.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays that this Court enter Judgment in its favor on the claims set forth above and award Plaintiff the following relief:

A. Defendants, including all directors, officers, partners, agents, servants, employees, representatives, and attorneys, and all persons in active concert or participation with Defendants, be permanently enjoined from doing, aiding, contributing to, causing, and abetting any of the following:

(1) directly or indirectly infringing Plaintiff's MAXIMUM IMPACT® Mark and/or MAXIMUM IMPACT® Trade Dress, either through counterfeits or by using any colorable imitations or confusingly similar facsimiles thereof;

(2) directly or indirectly manufacturing, marketing, promoting, advertising, distributing, offering for sale and/or selling cleaning products marked with or using any infringing counterfeits, copies, or colorable imitations of Plaintiff's MAXIMUM IMPACT® Mark and/or MAXIMUM IMPACT® Trade Dress;

(3) engaging in any acts or activities, directly or indirectly, calculated to trade upon Plaintiff's MAXIMUM IMPACT® Mark and/or MAXIMUM IMPACT® Trade Dress, or the reputation or goodwill of Plaintiff, or in any manner to compete unfairly with Plaintiff; and

(4) using on, or in connection with, the manufacture, marketing, promoting, advertising, distribution, offering for sale, and/or sale of any cleaning products, or on or in any packaging, bottles, labels, price tags, tags, display carts, wrappers, promotional

materials, or advertising material of any nature whatsoever, any infringing counterfeits, copies, or colorable imitations of Plaintiff's MAXIMUM IMPACT® Mark or MAXIMUM IMPACT® Trade Dress, or any other mark or trade dress which otherwise falsely designates or represents or tends falsely to designate or represent that the Defendants or their merchandise is somehow associated with, or approved by, Plaintiff, or that their cleaning products meet the standards of Plaintiff's products.

B. Defendants pay for and cause to be disseminated corrective advertising to ameliorate the adverse consequences of their acts of trademark and trade dress infringement, false designation of origin and unfair competition, and the content, nature, form and extent of such corrective advertising is to be approved by Plaintiff and this Court;

C. That, pursuant to 15 U.S.C. § 1118, all unauthorized and infringing products, labels, signs, prints, packages, wrappers, receptacles, and advertisements in the possession of Defendants and their agents, servants and employees bearing any infringing counterfeits, copies, or colorable imitations of Plaintiff's MAXIMUM IMPACT® Mark or MAXIMUM IMPACT® Trade Dress shall be delivered up and destroyed;

D. Defendants be ordered, pursuant to 15 U.S.C. §1116(a), to serve upon the Plaintiff within thirty (30) days after service on Defendants of an injunction, or such extended period as the Court may direct, a report in writing under oath setting forth in detail the manner and form in which Defendants have complied with the injunction;

E. That an accounting be had of Defendants' sales and profits relating to Defendants' sale of cleaning solvent bearing Plaintiff's MAXIMUM IMPACT® Mark or MAXIMUM IMPACT® Trade Dress, or any infringing counterfeits, copies, or colorable imitations thereof, and that Defendants pay to Plaintiff the following:

(1) all profits derived by Defendants and damages suffered by Plaintiff resulting from Defendants' use, sales or other exploitation of cleaning solvent branded with any infringing counterfeits, copies, or colorable imitations of Plaintiff's MAXIMUM IMPACT® Mark or MAXIMUM IMPACT® Trade Dress, or any of the other acts complained of hereinabove;

(2) treble damages sustained by Plaintiff as a direct or indirect result of any of the acts complained of herein; and

(3) Plaintiff's attorneys' fees and costs pertaining to this action pursuant to 15 U.S.C. § 1117(a) of the Lanham Act.

F. That Plaintiff be awarded such other and further relief at law or in equity, as this Court may deem just and proper.

Plaintiff demands a Jury on all Counts so triable.

Respectfully,

By: 

M. Kelly Tillery, Esquire
Megan M. Kearney, Esquire
PEPPER HAMILTON LLP
3000 Two Logan Square
18th and Arch Streets
Philadelphia, PA 19103
Tel: (215) 981-4000
Fax: (215) 981-4750
tilleryk@pepperlaw.com
kearneym@pepperlaw.com

Date: August 17, 2015

*Attorneys for Plaintiff,
AFAB Industrial Services, Inc.*

EXHIBIT A



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MAXIMUM IMPACT

Word Mark MAXIMUM IMPACT

Goods and Services IC 003, US 001 004 006 050 051 052, G & S: body paint; cleaning preparations for audio, video and data recorders, FIRST USE: 19970716, FIRST USE IN COMMERCE: 19970716

IC 005, US 006 018 044 046 051 052, G & S: personal lubricant; herbal dietary supplement, FIRST USE: 19930408, FIRST USE IN COMMERCE: 19930408

IC 032, US 045 046 048, G & S: non-alcoholic beverages, namely, energy drinks, FIRST USE: 20120228, FIRST USE IN COMMERCE: 20120228

Standard Characters Claimed

Mark Drawing Code (4) STANDARD CHARACTER MARK

Serial Number 85106801

Filing Date August 13, 2010

Current Basis 1A

Original Filing Basis 1A;1B

Published for Opposition June 14, 2011

Registration Number 4309475

Registration Date March 26, 2013

Owner (REGISTRANT) AFAB Industrial Services Inc. CORPORATION PENNSYLVANIA 350 Camer Drive Bensalem PENNSYLVANIA 19020

Attorney of Record M. Kelly Tillery
Type of Mark TRADEMARK
Register PRINCIPAL
Live/Dead Indicator LIVE

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Mark: MAXIMUM IMPACT

MAXIMUM IMPACT

US Serial Number: 85106801
Application Filing Date: Aug. 13, 2010
US Registration Number: 4309475
Registration Date: Mar. 26, 2013
Registrar: Principal
Mark Type: Trademark
Status: Registered. The registration date is used to determine when post-registration maintenance documents are due.
Status Date: Mar. 26, 2013
Publication Date: Jun. 14, 2011
Notice of Allowance Date: Aug. 09, 2011

Mark Information

Mark Literal Elements: MAXIMUM IMPACT
Standard Character Claim: Yes The mark consists of standard characters without claim to any particular font style, size, or color.
Mark Drawing Type: 4 - STANDARD CHARACTER MARK

Goods and Services

Note: The following symbols indicate that the registrant/owner has amended the goods/services

- Brackets [] indicate deleted goods/services.
- Double parenthesis (()) identify any goods/services not claimed in a Section 15 affidavit of incontestability, and
- Asterisks * identify additional (new) wording in the goods/services

For: body paint, cleaning preparations for audio, video and data recorders

International Class(es): 003 - Primary Class

U.S. Class(es): 001, 004, 006, 050, 051, 052

Class Status: ACTIVE

Basis: 1(a)

First Use: Jul. 16, 1997

Use in Commerce: Jul. 16, 1997

For: personal lubricant, herbal dietary supplement

International Class(es): 005 - Primary Class

U.S. Class(es): 006, 018, 044, 046, 051, 052

Class Status: ACTIVE

Basis: 1(a)

First Use: Apr. 08, 1993

Use in Commerce: Apr. 08, 1993

For: non-alcoholic beverages, namely, energy drinks

International Class(es): 032 - Primary Class

U.S. Class(es): 045, 046, 048

Class Status: ACTIVE

Basis: 1(a)

First Use: Feb. 28, 2012

Use in Commerce: Feb. 28, 2012

Basis Information (Case Level)

Filed Use: Yes	Currently Use: Yes	Amended Use: No
Filed ITU: Yes	Currently ITU: No	Amended ITU: No
Filed 44D: No	Currently 44D: No	Amended 44D: No
Filed 44E: No	Currently 44E: No	Amended 44E: No
Filed 66A: No	Currently 66A: No	
Filed No Basis: No	Currently No Basis: No	

Current Owner(s) Information

Owner Name: AFAB Industrial Services Inc
Owner Address: 350 Camer Drive
 Bensalem, PENNSYLVANIA 19020
 UNITED STATES

Legal Entity Type: CORPORATION

State or Country Where
Organized: PENNSYLVANIA

Attorney/Correspondence Information

Attorney of Record

Attorney Name: M. Kelly Tillery

Attorney Primary Email tilleryk@pepperlaw.com
Address:Attorney Email: No
Authorized:**Correspondent**Correspondent Name/Address: M. KELLY TILLERY
PEPPER HAMILTON LLP
3000 18TH AND ARCH STS
3000 TWO LOGAN SQ
PHILADELPHIA, PENNSYLVANIA 19103
UNITED STATES

Phone: 215 981 4401

Fax: 215 981 4750

Correspondent e-mail: tilleryk@pepperlaw.comCorrespondent e-mail: Yes
Authorized:

Domestic Representative - Not Found

Prosecution History

Date	Description	Proceeding Number
Mar. 26, 2013	REGISTERED-PRINCIPAL REGISTER	
Feb. 20, 2013	NOTICE OF ACCEPTANCE OF STATEMENT OF USE E-MAILED	
Feb. 19, 2013	LAW OFFICE REGISTRATION REVIEW COMPLETED	68123
Feb. 14, 2013	ALLOWED PRINCIPAL REGISTER - SOU ACCEPTED	
Feb. 13, 2013	STATEMENT OF USE PROCESSING COMPLETE	69302
Feb. 11, 2013	USE AMENDMENT FILED	69302
Feb. 11, 2013	TEAS STATEMENT OF USE RECEIVED	
Feb. 12, 2013	NOTICE OF APPROVAL OF EXTENSION REQUEST E-MAILED	
Feb. 11, 2013	EXTENSION 3 GRANTED	69302
Feb. 08, 2013	EXTENSION 3 FILED	69302
Feb. 08, 2013	TEAS EXTENSION RECEIVED	
Aug. 11, 2012	NOTICE OF APPROVAL OF EXTENSION REQUEST E-MAILED	
Aug. 10, 2012	EXTENSION 2 GRANTED	69302
Aug. 09, 2012	EXTENSION 2 FILED	69302
Aug. 09, 2012	TEAS EXTENSION RECEIVED	
Mar. 07, 2012	NOTICE OF APPROVAL OF EXTENSION REQUEST E-MAILED	
Mar. 06, 2012	EXTENSION 1 GRANTED	69302
Feb. 09, 2012	EXTENSION 1 FILED	69302
Mar. 06, 2012	CASE ASSIGNED TO INTENT TO USE PARALEGAL	69302
Feb. 09, 2012	TEAS EXTENSION RECEIVED	
Aug. 09, 2011	NOA E-MAILED - SOU REQUIRED FROM APPLICANT	
Jun. 14, 2011	OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED	
Jun. 14, 2011	PUBLISHED FOR OPPOSITION	
May 12, 2011	LAW OFFICE PUBLICATION REVIEW COMPLETED	68123
May 12, 2011	ASSIGNED TO LIE	68123
Apr. 27, 2011	APPROVED FOR PUB - PRINCIPAL REGISTER	
Apr. 26, 2011	EXAMINER'S AMENDMENT ENTERED	88888
Apr. 26, 2011	NOTIFICATION OF EXAMINERS AMENDMENT E-MAILED	6328
Apr. 26, 2011	EXAMINERS AMENDMENT E-MAILED	6328
Apr. 26, 2011	EXAMINERS AMENDMENT -WRITTEN	78450
Dec. 02, 2010	NOTIFICATION OF NON-FINAL ACTION E-MAILED	6325

Dec. 02, 2010	NON-FINAL ACTION E-MAILED	6325
Dec. 02, 2010	NON-FINAL ACTION WRITTEN	78450
Dec. 01, 2010	ASSIGNED TO EXAMINER	78450
Aug. 18, 2010	NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM	
Aug. 17, 2010	NEW APPLICATION ENTERED IN TRAM	

TM Staff and Location Information

TM Staff Information - None

File Location

Current Location: PUBLICATION AND ISSUE SECTION

Date in Location: Feb. 19, 2013

EXHIBIT B

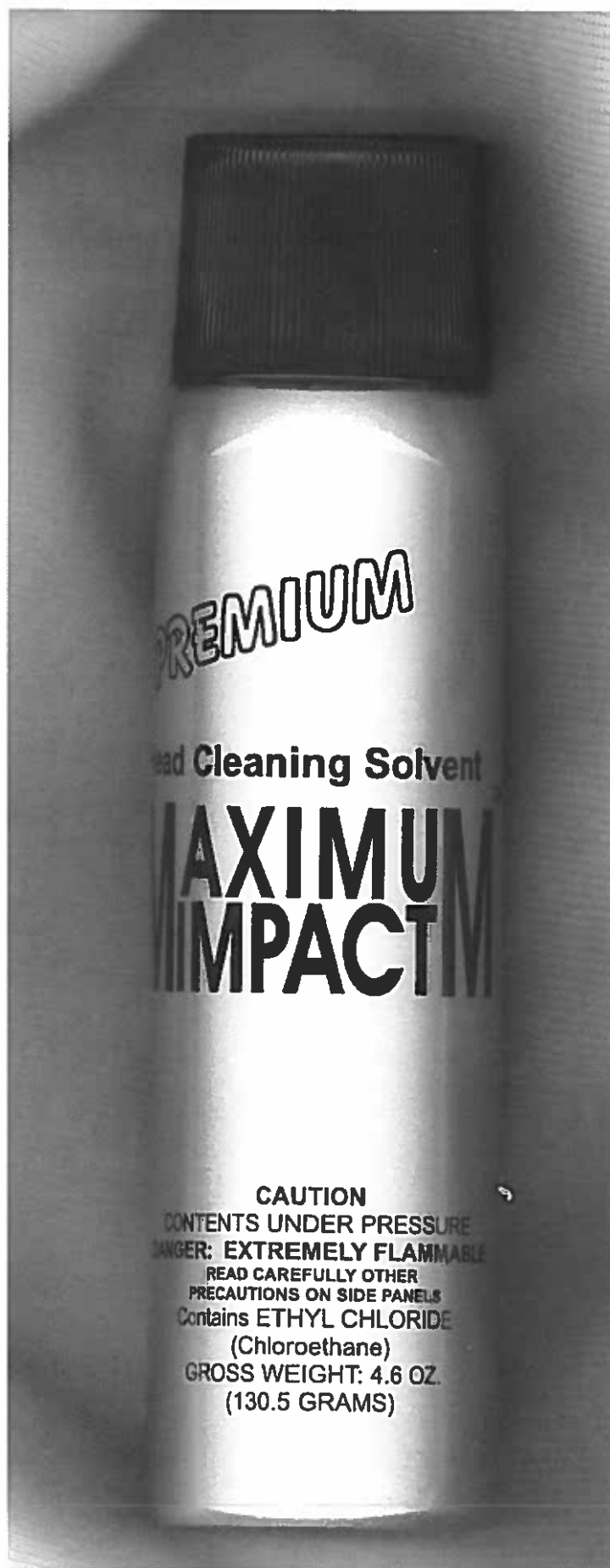


EXHIBIT C



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Video Head Cleaner




Distributor of Premium Quality









MAXIMUM IMPACT™

(video head cleaner) PRODUCTS (video head cleaner)

To view additional video head cleaner products, [CLICK HERE](#)

Purchase a quantity of 12 (or more) of any item, and automatically receive a 20% discount on the purchase price of that item.

<p>Maximum Impact Video Head Cleaner - 2 oz. \$8.95 each</p> <p>Add To Shopping Cart</p>	
<p>Maximum Impact Video Head Cleaner - 4 oz. \$12.95 each</p> <p>Add To Shopping Cart</p>	
<p>Black-Jac Video Head Cleaner - 4.6 oz. \$13.95 each</p> <p>Add To Shopping Cart</p>	
<p>Maxell Video Head Cleaner - VHS Tape \$19.95 each</p> <p>Add To Shopping Cart</p>	

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<p>Maxell Audio Cassette Head Cleaner Pack \$18.95 each</p> <p>Add To Shopping Cart</p>							
<p>Sony Blank VHS Video Tapes - 6 hrs \$14.95 each</p> <p>Add To Shopping Cart</p>							
<p>TDK Blank Audio Tapes - 1 1/2 hrs - 2-Pack \$17.95 each</p> <p>Add To Shopping Cart</p>							
<p>View Shopping Cart</p>							

Ordering information for these video head cleaner products is encrypted using
[Secure Socket Layer \(SSL\) protocol](#)
before being transferred to our SECURE Web Server for processing.

For your convenience, we gladly accept Visa, MasterCard, or American Express
as payment for your video head cleaner purchase.









CONTACT INFORMATION

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Purchase a quantity of 12 (or more) of any individual item, and automatically receive a 20% discount on the purchase price of that item.



<p><i>The New Generation of Video Head Cleaners!</i></p> <p>Jungle Juice Plus</p> <p>Video Head Cleaner - 10cc</p> <p>\$9.00 each</p> <p>(Cyclic Aliphatic Nitrite)</p> <p>Add To Shopping Cart</p>	A single bottle of Jungle Juice Plus video head cleaner. The bottle is dark with a yellow label that says 'JUNGLE JUICE PLUS'. Above the bottle are four red starburst graphics, each containing the word 'New'.
<p>Maximum Impact</p> <p>Video Head Cleaner - 2 oz.</p> <p>\$8.95 each</p> <p>Add To Shopping Cart</p>	Three bottles of Maximum Impact video head cleaner. One is a 2 oz. bottle and two are 4 oz. bottles. They are dark with yellow labels.
<p>Maximum Impact</p> <p>Video Head Cleaner - 4 oz.</p> <p>\$12.95 each</p> <p>Add To Shopping Cart</p>	

<p>INTERNET ARCHIVE Wayback Machine</p> <p>105 captures 3 Jun 04 21 Dec 12</p>	<p>http://www.videoheadcleaner.com/</p>	<p>Go</p> 	<p>DEC FEB APR 2005 2006 2008 3 Close Help</p>
		<p>Black-Jac Video Head Cleaner - 4.6 oz. \$13.95 each</p> <p>Add To Shopping Cart</p>	
<p>Maxell Video Head Cleaner - VHS Tape \$19.95 each</p> <p>Add To Shopping Cart</p>			
<p>Maxell Audio Cassette Head Cleaner Pack \$18.95 each</p> <p>Add To Shopping Cart</p>			
<p>Sony Blank VHS Video Tapes - 6 hrs \$17.95 each</p> <p>Add To Shopping Cart</p>			
<p>TDK Blank Audio Tapes - 1 1/2 hrs - 2-Pack \$17.95 each</p> <p>Add To Shopping Cart</p>			
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You have no items to compare.

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Order now and receive a free gift with your order

EASY & SECURED PAYMENT - We accept all 4 U.S. major credit cards via 256 Bit Encryption.

FAST SHIPPING - Same day shipping on orders received by 4PM ET Monday-Friday*.

CONFIDENTIALITY - The bottles are well packaged and shipped in plain brown boxes

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Maximum Impact Silver, Maximum Impact Gold, Jungle Juice 1oz®, Jungle Juice®, BlackJack®, Purple, and Tall Brown.



Maximum Impact Silver



Maximum Impact Gold



Black Jack



Jungle Juice 1 oz.



Jungle Juice



Purple



Tall Brown

EXHIBIT D



EXHIBIT E



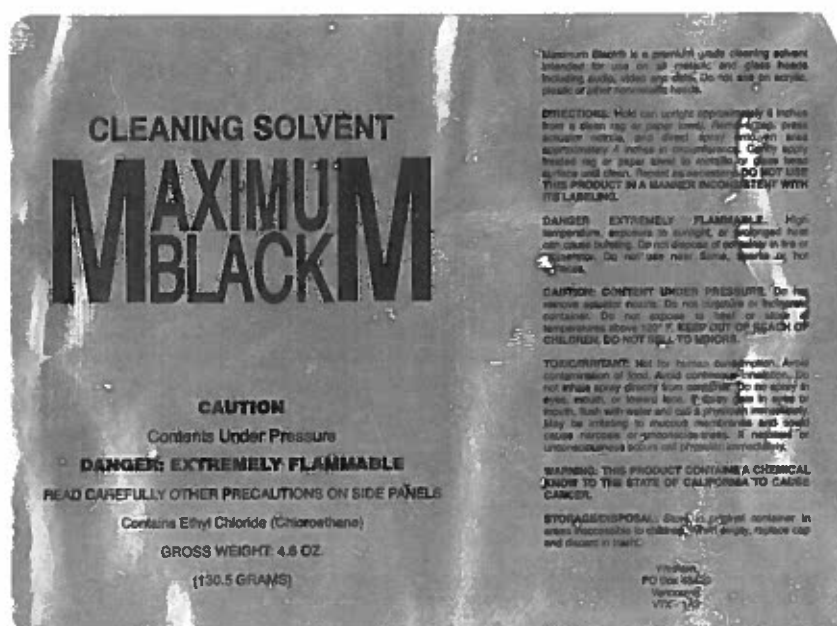


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Maximum Impact (black) 4oz Electrical Contact Cleaner

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Item condition: **New**

Quantity: **1** **9 available / 1 sold**

Price: **US \$21.50**

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Seller information
dr.vlg (2%)

99.3% Positive feedback

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Shipping: **FREE Economy Shipping** | [See details](#)

Item location: **Woodside, New York, United States**
Ships to: **United States**

Delivery: **Estimated on or before Thu, Jul. 09 to 19021**

Ships today if paid within 1 hr 8 mins [Details](#)

Payments: **PayPal** **VISA** **MasterCard** **Discover** **Amex**

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Maximum Impact (black)
4oz Electrical

\$62.99

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Free shipping



PWD PUSH (NITRO) Nail
Polish

\$20.00

[Buy It Now](#)
Free shipping



360 Pads Nail Art Chip
Wipe Polish Acrylic

\$3.26

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Supa-Nail Pure Acetone
Nail Polish

\$14.99

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Free shipping



Jamberry Nail Cleanser
And Lacquer Remover

\$27.99

[Buy It Now](#)
Free shipping

Description **Shipping and payments**

[Report item](#)

Seller assumes all responsibility for this listing.

Last updated on Jun 30, 2015 09:13:30 PDT [View all revisions](#)

eBay item number: **231609107163**

Item specifics

Condition: **New:** A brand-new, unused, unopened, undamaged item (including handmade items). See the seller's listing for more details.

Country/Region of Manufacture: **United States**

Brand: **Maximum Impact**

Formulation: **Aerosol**

Maximum Impact Black Video Head Cleaner

Questions and answers about this item

No questions or answers have been posed about this item.

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SuperNail Acetone Polish Remover	SuperNail Acetone Polish Remover	opi polish remover 4 oz	Nail Polish Remover Alcohol Liquid Press	SuperNail Pure Acetone Nail Polish	SuperNail Acetone Polish Remover	SuperNail Orange Scented Nail Polish	SuperNail N/A Nail Polish Remover
\$7.14	\$7.14	\$4.00	\$4.98	\$4.04	\$5.02	\$4.07	\$5.02
Buy It Now Free shipping	Buy It Now Free shipping	Buy It Now	Buy It Now Free shipping	Buy It Now Free shipping	Buy It Now Free shipping	Buy It Now Free shipping	Buy It Now Free shipping

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Sally Hansen Salon Gel Polish Nail	Sensation Gel Polish Removal	Sally Hansen Sakes gel Polish Remover	NEW Sally Hansen Salon gel Polish	MANICURE CORRECTION PEN	Onyx Nail Polish Remover kit - Nail	20 LA Fr Nail Polish
\$5.69	\$9.49	\$5.69	\$6.89	\$9.95	\$5.99	\$10.96
Buy It Now Free shipping Almost gone	Buy It Now Free shipping	Buy It Now Free shipping	Buy It Now Free shipping	Buy It Now Free shipping	Buy It Now	Buy It Now Free shipping

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\$18.99	\$33.49	\$48.00	\$9.95	\$119.39	\$6.99	\$9.00	\$7.22 \$12.98
Free Shipping EZVacuum.com	WebataurantStore	Sheet Music Plus	EZVapes.com	Sears Marketplace	WebataurantStore	Sears Marketplace	Walmart.com



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Maximum Impact (pump) 4oz Electrical Contact Cleaner

Item condition: New

Quantity: 1 10 available

Price: US \$16.99

Buy It Now

Add to cart

Add to watch list

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Seller information

dr.vig (25)

90.3% Positive feedback

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Free shipping

Hassle-free returns

New condition

Shipping: FREE Economy Shipping | See details

Item location: Woodside, New York, United States

Ships to: United States

Delivery: Estimated between Mon, Jul. 6 and Tue, Jul. 14

Ships today if paid within 8 hrs 10 mins | Details

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Returns: Hassle-free returns | Learn more

14 days money back, you pay return shipping

Guarantee: Get the item you ordered or get your money back. Covers your purchase price and original shipping. | See details

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Description

Shipping and payments

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Seller assumes all responsibility for this listing

Last updated on Jun 30, 2015 09:14:23 PDT | View all revisions

Item specifics

Condition: New. A brand-new, unused, unopened, undamaged item. See the seller's listing for full details. | See the seller's listing for full details

Brand: USA

Expiration Date: 2018

Pump' D Action

Degreaser

Questions and answers about this item

No questions or answers have been posted about this item.

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